

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


Resolution or Ordinance (Blue) Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : December 29, 2020 **(BOT) Date:** January 7, 2021

SUBJECT: Approval of Engineering Inspection Consultant Services for 2021-Thomas Engineering Group

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

The Community Development Department generally utilizes in-house staff to cover the engineering inspection activities required as part of the construction approval process. In 2020, the Village's Community Development Department hired a new Private Development Engineer (Brian Witkowski, P.E.) to oversee the division activities. However, the Development Services Inspector position has remained vacant since 2018. Thomas Engineering was solicited to provide engineering services to ensure that the Village has adequate field inspection coverage for issued building permits during the 2021 construction season.

Staff recommends that the Village Board of Trustees authorize the signature of the Village Manager on the attached agreement with Thomas Engineering Group to perform engineering inspection activities for the 2021 calendar year.

Fiscal Impact/Funding Source:


Review (as necessary):
Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

MEETING DATE: January 7, 2021

SUBJECT: **Approval of Engineering Inspection Consultant Services for 2021 – Thomas Engineering Group**

The Community Development Department generally utilizes in-house staff to cover the engineering inspection activities required as part of the construction approval process. In 2020, the Village's Community Development Department hired a new Private Development Engineer (Brian Witkowski, P.E.) to oversee the division activities. However, the Development Services Inspector position has remained vacant since 2018. Thomas Engineering was solicited to provide engineering services to ensure that the Village has adequate field inspection coverage for issued building permits during the 2021 construction season.

Staff seeks concurrence from the Village Board for approval of contractual services agreement with Thomas Engineering Group for 2021. Thomas Engineering competently performed assigned inspection activities and engineering consultant work for the Village in the past and approval of the request would help ensure that the inspection processes would remain unaffected. The agreement assumes a base of 20 hours of work would be offered for requisite inspection activities and supportive work, with additional staffing and resources for engineering on an as-needed basis and based upon skill need.

In 2020, the Village paid Thomas Engineering \$283,655 for such services for the first eleven months of the calendar year. With the Private Development Engineer position filled, this figure should be about one-half of that figure. Additionally, based upon forthcoming projects and reviews, it is quite possible that this figure may be further offset by development reimbursement agreements or utilization of other Village funding sources beyond the General Fund.

RECOMMENDATION:

Staff recommends that the Village Board of Trustees authorize the signature of the Village Manager on the attached agreement with Thomas Engineering Group to perform engineering inspection activities for the 2021 calendar year.

November 20, 2020

Mr. William J. Heniff, AICP
Village of Lombard Department of Community Development
Director of Community Development
255 E. Wilson Avenue
Lombard, IL 60148

Re: Proposal for 2021 Community Development Assistance

Dear Mr. Heniff:

Thomas Engineering Group, LLC (TEG) respectfully submits the enclosed proposal to the Village of Lombard. TEG is enthusiastic about the opportunity to continue working with the Village to provide assistance to the Department of Community Development for 2021 community development projects.

TEG will continue to provide a professional and responsive team that is eager to fulfill the Village's needs and expectations. We will provide the Village efficiencies and value with staffing resources from our nearby Lombard office. This submittal includes our proposal for providing on-call community development inspection and plan review services on a part-time basis.

Our team has been serving the Village in this capacity since 2017. We feel that our past experience along with our due diligence, qualifications related to code enforcement, commercial and residential developments, economic development, and field inspections will provide the Village with excellent service.

The people identified for this project are qualified personnel who are committed to providing long-term value for the Village of Lombard.

What separates us from the other firms is our service—our trademark is **service at the highest grade**®. TEG has been able to grow by servicing each client individually and bringing value to their community. We deliver large firm experience with small firm service. We are truly excited to continue working with the Village.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at kevinv@thomas-engineering.com.

Sincerely,
thomas engineering group, llc



Kevin C. VanDeWoestyne, P.E., ENV SP
Municipal Department Head

Enclosure: Proposal for 2021 Community Development Assistance



Village of Lombard 2021 Community Development Assistance Development Services Inspections and Reviews

Proposal

The Village is requesting professional engineering services to conduct inspections and perform plan reviews of private improvements in 2021. The work is performed under the direction of the Community Development Director, with internal engineering consultation and coordination being handled by the Assistant Director of Public Works and Private Development Engineer. Thomas Engineering Group, LLC (TEG) anticipates that services will be part-time for one employee and possibly a second employee as needed. These services will be provided at the discretion of the Village of Lombard.

SCOPE OF SERVICES

TEG has been providing community development assistance to the Village of Lombard since late 2017. The purpose of this contract is to act as an extension of the Community Development Department to conduct construction site inspections and plan or permit reviews of privately initiated improvements to ensure that all public and private improvements comply with applicable Village requirements.

The list below is not to be construed as exclusive or all-inclusive. Other duties may be required and assigned as it pertains to engineering activities.

Inspections – Generally, TEG will provide inspection for all roadway, pavement, driveways, water main, sanitary sewer, force main, and storm sewer installation in accordance with the essential functions of a Development Services Inspector. TEG's scope of services for site specific inspections is outlined below:

- Conduct site inspections of privately initiated improvement projects; prepares daily inspection reports regarding conditions found, action taken, work performed and recommendations; prepares lists of deficiencies for project closeouts.
- Ensure public and private improvement compliance with standard construction procedures, approved review plans and municipal codes and ordinances.
- Coordinate proposed and ongoing site construction with supervisors, contractors, other departments and government agencies.
- Survey sites for drainage issues and brings them to the attention of the Village.

Engineering Plan Reviews – TEG Understands the Village's need to be able to quickly and accurately evaluate site, access and development plans. TEG staff will familiarize themselves with local stormwater codes. Upon notice to proceed, TEG will meet with the Community Development Director to thoroughly discuss the current means and methods of the Village. TEG understands the importance of quick and accurate reviews so as to protect the Village from poorly planned development without discouraging economic development.

NPDES Requirements – TEG is well versed with all the requirements of the National Pollutant Discharge Elimination System (NPDES). This includes all necessary annual outfall and detention inspections and reporting, as well as following the six minimum control measures required for Municipal Separate Storm Sewer Systems (MS4). TEG understands the importance of keeping good records in addressing stormwater management and erosion control issues to stay current with all required permitting and regulatory requirements.

Stormwater Administrator – TEG shall act in capacity of the Village's Stormwater Administrator when the Private Development Engineer position is vacant, having the responsibilities and duties as provided in the DuPage Countywide Ordinance and the Village Municipal Code. TEG will review engineering plans for compliance with Village Code and the DuPage County Countywide Stormwater and Floodplain Ordinance. The Municipal Code is more restrictive than the Countywide



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Ordinance. As such, projects that require a stormwater permit under the Countywide Ordinance as well as more minor developments that increase net imperviousness area by 500 sf shall require review by a professional engineer.

General Consultation and Meetings – The Village has a need for consulting engineering services on a periodic basis for purposes of answering questions on general municipal engineering, reviewing plans and generating reports relating to general municipal engineering, drainage, and site development improvement issues.

TEG will meet and correspond with developers, realtors, other agencies, residents, Village staff and elected officials as directed or warranted regarding engineering projects and issues. TEG will provide effective resolutions to problems during construction.

Technical Guidance – Provide guidance to residents to mitigate localized flooding issues. Provide consultation services associated with the Village's backyard drainage grant program.

Assist staff and/or Village Attorney in code enforcement pertaining to public improvements and drainage issues, assists staff in formulating engineering polices including ordinance and resolution creation, inspects construction activities, administers fees, bonds and letters of credit, performs survey and design functions, and approves certificates of occupancy.

Provide technical engineering assistance activities to Village Board and Commissions as necessary and warranted;

Conduct site inspections of privately initiated improvement projects; prepares inspection reports regarding conditions found and utilizes Village's software programs for data collection and retrieval efforts, action taken, work performed and recommendations; prepares lists of deficiencies for project closeouts; generates correspondences as needed.

Ensure public and private improvement compliance with standard construction procedures, approved review plans and municipal codes and ordinances.

Construction Coordination – Coordinate proposed and ongoing site construction with supervisors, contractors, other departments and government agencies. Coordinate project sign off for close-out with other departments and divisions.

Review and verify easements, as-builts and general plans; reviews geo-technical consulting reports. Track letters of credit securing extensions, reductions, draws and processes releases.

Prepare a variety of correspondence, memos and reports; issues stop-work order notices; update specifications manual. Schedule meetings and inspections.

TEG will work with the Village to identify deficiencies and recommend changes to municipal codes and ordinances related to engineering matters under the scope and purview. The Village may ask TEG to conduct special projects as assigned. Assignment of projects will take into consideration the skillset and qualifications of TEG employees to ensure that costs to the Village are minimized and the quality of service is maintained.

TEG is committed to providing excellent service that brings the highest value to the Village and its residents. This commitment is shown through our previous work and through our passion for our profession of going the extra mile for our clients.



Village of Lombard 2021 Community Development Assistance Development Services Inspections and Reviews

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STAFF

The people identified for this project are qualified personnel and who are committed to providing long-term value for the Village of Lombard. The following are brief descriptions of the personnel committed to this project and their roles on the team.

TEG will provide a single point of contact, **Tomasz Tretowicz**, our proposed Lead Inspector, who will be responsive to any Village or Developer inquiry within 24 hours. Mr. Tretowicz brings over 10 years of municipal experience including experience in this role between 2018 and 2020. He has direct experience with capital improvement projects while working for the Village of Oak Park. Mr. Tretowicz, a former employee for the Village of Oak Park, has performed a wide scope of tasks associated with street resurfacing projects, sidewalk replacement program, and water and sewer main improvements. He has taken on many responsibilities in his career, incorporating roles of a technician, drafter, resident engineer, design engineer, and an inspector. Other experience includes site surveying, CAD drafting, plan design, construction oversight and inspection as well as utilities coordination, residential coordination and overall project management. In addition to capital improvement projects, Mr. Tretowicz acted as a liaison with private utility companies. He has administered permitting and conducted right-of-way restoration inspections.

Tom will be assisted by other qualified Thomas Engineering Group support inspectors and reviewers, as necessary. TEG additional support staff will be under the direct supervision of of the Village. Tom will schedule and communicate each inspection task, within 24 hours from the time of notification, to the appropriate construction inspector or plan reviewer. TEG understands the importance of being responsive during fast moving construction activities and we are committed to responding promptly. TEG wants to be an active part of the development process and therefore will strive to not be the reason that construction doesn't start on time. We will work with the developer and the developer's engineer to keep projects from being delayed.

SUPPORT STAFF

Nicholas Orf, P.E., CFM, CPESC

Mr. Orf is a registered professional engineer, certified floodplain manager, and certified professional in erosion and sediment control with over 15 years of experience. He has an extensive background in stormwater management, conveyance, storage design, hydrologic and hydraulic modeling, floodplain and floodway studies, watershed planning, best management practices, roadway drainage design, municipal and general engineering, environmental engineering, conservation site design, and wastewater conveyance.

Matthew Champine, P.E.

Mr. Champine is a registered professional engineer with over 10 years of experience. Along with construction management services, Mr. Champine has knowledge and experience pertaining to earth excavation, drainage systems, water main installation, landscaping, and PCC and bituminous paving. Specific responsibilities include documentation of construction activities and contract quantities, site surveying, plan review and quantity verification on roadway and utility projects such as the Village's own Roosevelt Road Water Main Lining Rehabilitation Project and the Westmore-Meyers Resurfacing Project.



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Jeffrey J. Klein, P.E.

Mr. Klein is registered professional engineer with over 16 years of experience involving municipal and highway / roadway design and construction. He has extensive knowledge in bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting and signalization. His responsibilities include observation and documentation of urban and rural roadway and bridge resurfacing and reconstruction projects.

Kent Williams

Mr. Williams is a Senior Technician, who has over 13 years of experience involving bridge, municipal, and highway/roadway construction management. He has compiled a wide range of construction knowledge and experience while working for IDOT, ISTHA, CDOT, various counties, and municipalities. Kent's professional experiences range from bridge construction and rehabilitation, bridge painting, bituminous and concrete paving, earth excavation, drainage, water main, structural construction, lighting and signalization. Kent recently served as the resident engineer for an 11 block residential street and utility reconstruction project in Elgin and a \$785K water main rehabilitation project in the City of Wheaton.

Elias Korolis

Mr. Korolis is a municipal engineer with over 5 years of experience primarily in municipal construction inspection. Mr. Korolis has knowledge and experiences pertaining to earth excavation, drainage structures, water main installation, landscaping, and bituminous road resurfacing. Specific responsibilities include documentation of construction activities and contract quantities, site surveying, plan review and quantity verification. Mr. Korolis also assists staff on design projects.

Jake Kelley

Mr. Kelley has over 5 years of construction experience in construction management and inspection. He has knowledge and experiences pertaining to highway reconstruction as well as with PCC pavement, asphalt pavement, drilled shafts, noise wall, storm sewer, cleaning and televising storm sewers, sign fabrication and installation, and more. Specific responsibilities include documentation of construction activities and contract quantities, plan review, invoice review, submittal review, and quantity verification.



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COMMITMENT

TEG sat down and discussed the Village's anticipated needs for the upcoming year. Based on the Village's anticipated needs, TEG offers to provide one Project Engineer III to the Village for an average of 20 hours per week. This results in an estimated 1,040 hours in accordance with Exhibit A, shown below.

The estimated hours are intended to serve the Village's basic needs for the 2021 calendar year. It shall be noted that community development services for larger specific developments, as determined by the Village of Lombard, will be billed out under the attached billing rate table but will not be included in the estimated cost for this proposal. These are expected to be assigned to Thomas Engineering Group and the Village of Lombard will control the calculation of fees charged to the developer.

While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. We look forward to being selected by the Village of Lombard and can negotiate the scope and effort to meet the exact expectation of the Village. Any additional fee will need to be approved in a separate contract by the Village of Lombard.

Exhibit A: 1-Year Cost Proposal Schedule of Services and Fees					
TEG 1-YEAR SERVICE PROPOSAL					
				DIRECT LABOR	MULTIPLIER 2.65
EMPLOYEE CLASSIFICATION	DIRECT LABOR	HOURS/WEEK	TOTAL HOURS	PAYROLL	PAYROLL X MULTIPLIER
2021					
PROJECT PRINCIPAL	\$ 75.00	0	0	\$ -	\$ -
PROJECT MANAGER	\$ 70.00	0	0	\$ -	\$ -
PROJECT ENGINEER IV	\$ 57.62	0	0	\$ -	\$ -
PROJECT ENGINEER III	\$ 44.66	20	1040	\$ 46,446.40	\$ 123,082.96
PROJECT ENGINEER II	\$ 33.08	0	0	\$ -	\$ -
CHIEF SURVEYOR	\$ 58.90	0	0	\$ -	\$ -
SENIOR TECHNICIAN	\$ 46.30	0	0	\$ -	\$ -
TECHNICIAN IV	\$ 41.74	0	0	\$ -	\$ -
TECHNICIAN II	\$ 29.66	0	0	\$ -	\$ -
2021 SUMMARY			Total Hours	1040	\$ 46,446.40
					\$ 123,082.96
					YEAR TOTAL
					\$ 123,082.96




**Village of Lombard
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FEE

Additional services requested by the Village will be performed in accordance with the hourly billing rate ranges shown in Exhibit B. We propose to accomplish the work using and hourly Direct Labor Multiplier (DLM) method of compensation. The allowable IDOT direct labor multiplier is 2.80 times the cost of direct labor, however, we are proposing a fixed 2.65 multiplier for 2021, resulting in the billing rates found below.

Exhibit B Thomas Engineering Group, LLC Hourly Rate Schedule 2021 DLM = 2.65		 <small>service at the highest grade.</small>		
Classification	Cost Rate Range		Billing Rate Range	
Project Principal	\$70.00	\$ 75.00	\$ 185.50	\$ 198.75
Project Manager	\$60.00	\$ 70.00	\$ 159.00	\$ 185.50
Chief Surveyor	\$55.00	\$ 60.00	\$ 145.75	\$ 159.00
Project/ Resident Engineer/ Technician V	\$55.00	\$ 65.00	\$ 145.75	\$ 172.25
Project/ Resident Engineer/ Technician IV	\$50.00	\$ 60.00	\$ 132.50	\$ 159.00
Project/ Resident Engineer/ Technician III	\$40.00	\$ 55.00	\$ 106.00	\$ 145.75
Project/ Resident Engineer/ Technician II	\$30.00	\$ 45.00	\$ 79.50	\$ 119.25
Project/ Resident Engineer/ Technician I	\$25.00	\$ 35.00	\$ 66.25	\$ 92.75
Administrative/Marketing Assistant	\$25.00	\$ 35.00	\$ 66.25	\$ 92.75
Design/Construction Intern	\$15.00	\$ 20.00	\$ 39.75	\$ 53.00



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AGREEMENT

This Proposal, together with the General Contract Terms and Conditions attached hereto and made a part hereof, including any Amendments issued hereunder, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. In the event of any conflict between the Proposal and the General Contract Terms and Conditions, the provisions of the General Contract Terms and Conditions shall apply. This Agreement may be amended only by written authorization. By signing below, the Village agrees to the terms of this Proposal. Please sign the bottom of this letter and return two (2) original copies to the following address:

Thomas Engineering Group, LLC
55 West 22nd Street
Suite 300
Lombard, Illinois 60148

TEG will begin services upon receipt of an original executed copy of this Agreement. Additional services beyond the Scope of Services described herein will be performed by TEG only after receipt of a signed authorization form.

ACCEPTED AND AGREED TO:
Thomas Engineering Group, LLC

ACCEPTED AND AGREED TO:
Village of Lombard

By: 
Authorized Signature

By: _____
Authorized Signature

November 20, 2020
Date

Date

Kevin VanDeWoestyne
Printed Name

Printed Name

Principal, Thomas Engineering Group, LLC
Title & Organization

Title & Organization



GENERAL CONTRACT TERMS AND CONDITIONS

SUSPENSION OF SERVICES

The VILLAGE may, at any time, by written order to Thomas Engineering Group, LLC (“TEG”) require TEG to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order TEG shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided they are deemed reasonable by the VILLAGE.

TERMINATION OF AGREEMENT

The VILLAGE reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days written notice to TEG. The VILLAGE further reserves the right to cancel the whole or any part of the Agreement if TEG fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. TEG will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

Upon such termination, TEG shall cause to be delivered to the VILLAGE all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the VILLAGE. Costs of termination incurred by TEG before the termination date will be reimbursed by the VILLAGE only, if prior to the effective termination date, the VILLAGE receives from TEG a list of actions necessary to accomplish termination and the VILLAGE agrees in writing that those actions be taken.

RELATIONSHIP BETWEEN TEG AND VILLAGE

TEG and its authorized representatives (collectively “TEG”) are retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and TEG’s relationship to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. TEG shall be free to dispose of such portion of its entire time, energy and skill during regular business hours when they are not obligated to devote time and services hereunder to the VILLAGE, in such manner as TEG sees fit and to such persons, firms or corporations as TEG deems advisable. It is acknowledged that at all times the TEG is separate and independent from the VILLAGE and that TEG will utilize a high level of skill necessary to perform the services under this Agreement.

Not Employees. TEG and its authorized representatives (collectively “TEG”) shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall TEG be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of the TEG to file all necessary

tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, the TEG agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file such claims in the event this Agreement is terminated. TEG agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. TEG understands and agrees that, as an independent contractor, it is not an employee of the VILLAGE for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply to it, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

INVOICING AND PAYMENT

This Agreement is for the delivery of the services outlined in the Agreement. TEG shall submit invoices in duplicate not more than once each month, such statements shall be inclusive of a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, rate of pay, hours charged and task worked. All direct costs shall be itemized consistent with the various categories itemized in the proposal. Invoices shall be based on actual hours of performance. The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act.

CHANGES

The VILLAGE reserves the right by written amendment to make changes in the requirements, amounts of work and work schedule to be performed under the Agreement. TEG and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

INSURANCE

- (A) During the term of the Agreement, TEG shall provide the following types of insurance in not less than the specified amounts:
1. Comprehensive General Liability - \$1,000,000.00 per occurrence;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any TEG owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this Agreement;
 3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 4. Umbrella Coverage - \$3,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability

exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and

5. Professional Liability - \$2,000,000.00.

- (B) TEG shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the Agreement, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (C) TEG shall require sub-consultants, if any, not protected under TEG'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of TEG.

INDEMNIFICATION

TEG shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said TEG, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Agreement, including, without limitation, any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. TEG shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

COMPLIANCE WITH LAWS

TEG shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, local and VILLAGE governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

COMPLIANCE WITH OSHA STANDARDS

TEG shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the Agreement.

NON-DISCRIMINATION

- a. TEG shall, as a party to a public contract:
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this Proposal, the CONSULTANT certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. CONSULTANT shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

FORCE MAJEURE

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.